more than to furnish a few general directions has succeeded so well as it has. The part of the book which seems to the writer to come nearer to fulfilling the promise than any other is the chapter headed Internal Relations and Control. There is here more that a layman can comprehend and less detailing of technical rules.

In the hands of a competent instructor the book will no doubt prove a valuable basis for class discussion. For the lawyer it is neither sufficiently unique nor comprehensive to be more than a hornbook, although it is a good one. For the lay reader there lurks the danger inherent in any attempt to gain a smattering of detailed knowledge concerning a difficult science.

GROVER C. GRISMORE.

HANDBOOK OF THE LAW OF TRUSTS. By George Gleason Bogert. St. Paul: West Publishing Company. 1921. pp. xiii, 675.

There has long been a need for a new American treatise on the law of Trusts. The leading text-book, that of the late, but not very late, Mr. Perry, has never been very satisfactory; and the latest edition, with its system of double footnotes, is somewhat chaotic and confusing to the reader. The subject is treated, it is true, in the text-books on Equity, notably in Pomeroy's Equity Jurisprudence, but the scope of these books forbids a very full treatment of any of the separate heads of equity jurisdiction. The English treatises on Trusts, such as those of Lewin, Godefroi and Underhill, are more and more concerned, in each successive edition, with English statutes, and are becoming less and less useful to the American practitioner and law student.

Professor Bogert's book purports to be an elementary treatise, one of the Hornbook Series published by the West Publishing Company. But it differs from most elementary books of the sort, in that it is a thorough and scholarly piece of work. Naturally the author cannot in less than 600 pages of text treat in detail all the problems of the law of Trusts; and some matters of interest have to be omitted altogether. The only question which may fairly be asked is whether the choice of material and the apportionment of space has been made with sound judgment; and the answer, it is believed, is an emphatic affirmative. One very valuable feature of the book is the extent to which the author has made use of articles in the law magazines. Such articles are receiving an increasing amount of attention in briefs of counsel and in judicial decisions.

It is to be regretted that Professor Bogert occasionally adopts the jargon of the earlier decisions, stating a principle in the form of what is obviously a fiction, as when he says that in certain cases fraud is conclusively presumed (p. 141), whereas liability is imposed in such cases regardless of fraud. But such instances are rare, for as a rule the author's statements are direct and clear. There is certainly no treatise on the law of Trusts which will be found more useful to the American student of the law; and it is believed that it will be of great value to lawyers also, as a clear presentation of fundamental principles and a guide to the most recent material on the subject.

AUSTIN W. SCOTT.

PRINCIPLES OF CONTRACT. By Sir Frederick Pollock, Bart. Ninth Edition. London: Stevens & Sons, Ltd. 1921. pp. lx, 820.

The ninth edition of this well-known work presents some changes which are noted in the preface. The author's remarks on the formation of contracts by correspondence are recast. As he truly says, the question has passed the

stage where argument is possible as to the law on this matter. Whether one likes it or not, the law is settled. The treatment of default or repudiation by one party to a bilateral contract, as affecting the rights of the other party, has been enlarged. In previous editions this important branch of the subject was never fully treated; and indeed in the present edition, the discussion is not full.

The important cases, brought about by the great war and by the statutes passed for the defence of the realm, on impossibility and frustration of adventure, are inserted with the matter formerly contained in a chapter headed "Impossible Agreements" under the heading of "Conditions," together with other matter more usually placed under that heading. In making this change the author is undoubtedly following the language of the courts. In the reviewer's opinion, however, he is not indicating the true basis of the doctrine on which the decisions must rest. The defence which has generally passed under the name of Impossibility should properly be treated in connection with Mistake, for the former defence rests on the mistaken assumption by the parties of the future existence of certain essential facts; while the defence of mistake rests on the erroneous assumption of the present existence of such facts. It is likely to cause confusion to speak of such defences as conditions. They are created by the law and not by the parties, and are affirmative in their nature.

In his preface the author makes the following interesting statement: "Learned Americans are still engaged from time to time in valiant efforts to reduce the common-law rules of contract, and the doctrine of consideration in particular, to strict logical consistency. That quest is, in my humble judgment, misconceived. Legal rules exist not for their own sake, but to further justice and convenience in the business of human life; dialectic is the servant of their purpose, not their master." A reply is perhaps justified, and it may, without fear of offence, be made in reviewing the work of one who has done more than any English writer of his generation to promote reason and logic in the law.

No one will dispute that logic should be the servant not the master of practical convenience, and that where logic and convenience are clearly at war, logic must yield; but courts seem less likely at the present time than ever before to forget this. On the other hand, there is a real danger that courts in considering the special facts of cases before them, and what seem to be the particular equities of those cases, will forget the high practical value of logic. Unless logic can in the main be trusted, no one can safely advise on the new problems which are constantly arising. It is probable that bad reasoning or antiquated precedent is the cause of quite as many decisions which are out of line with general principles as any arguments from practical convenience, and no assumption should be made that because a decision is illogical it must therefore be practically convenient. The United States have at least one advantage over England as partial compensation for the multiplicity and diversity of decisions which the division of this country into many separate jurisdictions involves. Decisions which are wrong in principle are somewhat easier to overthrow, and escape from antiquated precedents is a little less difficult.

SAMUEL WILLISTON.

WAR POWERS OF THE EXECUTIVE IN THE UNITED STATES. By Clarence A. Berdahl. University of Illinois Studies in the Social Sciences, Vol. IX, Nos. 1 and 2. Urbana, Ill.: The University of Illinois. 1920. pp. 296.

As the Constitution deals with executive power in very general terms, and as the literature on the subject is scanty, there is ample room for this pamphlet. The author has not had access to an adequate library; but the citations show that he has made conscientious use of the books at his disposal. His method is to state the various views of others, rather than those held by himself; and the result occasionally (*e. g.*, pp. 15–18 and 182–184) is somewhat obscure.